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of the statute to be void. Under such circumstances a few cases hold contracts made by foreign corporations to be valid. But in the last analysis the question is one of interpretation of the legislative intent.

GARNISHMENT—SITUS OF DEBT.—The plaintiff, a New York banking corporation, doing business in New York, brought suit in a court of New York city, against a Massachusetts corporation having its place of business in Boston, and in aid of this suit had attachment issued and garnishment served on a limited partnership of Massachusetts, having its principal office in Boston and a branch office in New York in charge of the partner on whom the garnishment was served. The garnishee was the sales agent of the defendant corporation, and was indebted to it for goods received and sold and for money collected on sales made under such agency. *Held*, that the garnishee could not be charged because the situs of the debt owing by the garnishee was in Boston, so that the court had no jurisdiction of it. *National Broadway Bank v. Sampson* (1904), — N. Y. —, 71 N. E. Rep. 766.

The court relied on its previous decisions, including the following: *Plimpton v. Bigelow*, 93 N. Y. 592; *Douglass v. Phenix Ins. Co.*, 138 N. Y. 209, 33 N. E. 938, 20 L. R. A. 118, 34 Am. St. Rep. 448; *Bank of China v. Morse*, 168 N. Y. 458, 61 N. E. 774, 56 L. R. A. 139, 85 Am. St. Rep. 676.

For comment, see NOTE AND COMMENT, ante p. 229.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—VALIDITY—DEFENSES.—A separation agreement entered into between husband and wife through the intervention of a trustee provided that in consideration of certain payments made and to be made by the husband to the wife, the wife released the husband from liability for her support and agreed not to institute suit for her separate maintenance. The wife subsequently brought an action in the probate court to compel the husband to contribute further to her support on the ground that the separation agreement was against public policy and void. Whereupon the husband filed a bill in equity for the specific performance of the separation agreement. The bill was dismissed. *Held*, on appeal, affirming the decree, that the husband, under the statute, could avail himself of the separation agreement as an equitable defense to the action of the wife in the probate court and that the agreement was valid. *Bailey v. Dillon* (1904), — Mass. —, 71 N. E. Rep. 538.

The validity of separation agreements made either after the separation has taken place or in contemplation of immediate separation, in so far as they provide for the future support of the wife, is well established in this country, if they are based upon sufficient consideration, are fair and reasonable in their terms and are free from fraud and coercion. *Walker v. Walker*, 9 Wall. 741; *Bowers v. Hutchinson*, 67 Ark. 15. In some jurisdictions agreements of this nature are only valid when entered into through the intervention of a trustee because of the inability of the husband and wife to contract with each other and also for the reason that a certain amount of illegality is presumed to permeate contracts of this character. *Lawrence v. Lawrence*, 32 Misc. (N. Y.) 503; *Scherer v. Scherer*, 23 Ind. App. 384; *McBean v. McBean*, 154 Mo. 323. In other states these agree-